

CREDIT APPLICATION AND AGREEMENT

If there is insufficient space to provide the requested information, please supply the information on separate attached schedules.

I. APPLICANT INFORMATION:		State and date of Registration or Incorporation: _____	
		Date	State
Business Name: _____		Restricted Use Pesticide Permit Number: _____	
DBA: _____		Expiration Date: _____	Holder: _____
Legal Entity <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> L.L.C. <input type="checkbox"/> Trust		Fed Tax I.D. # _____	
Address _____		City _____	State _____ Zip _____
County _____	Telephone () _____	Fax () _____	S.S.N. _____
Mailing Address (if different) _____		City _____	State _____ Zip _____
Shipping Address (if different) _____		City _____	State _____ Zip _____
Email Address: _____		Duns Number (if applicable): _____	
Is Applicant tax exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, a tax-exempt certificate must accompany this application.			

ALL OWNERS, PRINCIPALS, PARTNERS (LIMITED AND GENERAL), OFFICERS OR MEMBERS			
Name	Title	Address	Social Security #

II. BUSINESS INFORMATION:

Number of years in business under current ownership _____ Date of last financial statement _____

Name of similar or related businesses in which you have or had any interest within the last 5 years.

Name	State	Status: Active; Inactive; Insolvent

III. CREDIT INFORMATION

A. BANK REFERENCES

Bank Name/Address	Telephone #	Fax #	Contact

Does Applicant have an established operating line of credit? Yes No If Yes, name of creditor: _____

B. HISTORY

Is or has the Applicant or any owner, principal, officer, or any member been subject to any Judgments, Collections, Liens, or Unpaid Taxes within the last 7 years?

Yes No If yes, give details: _____

Is there any Bankruptcy or Receivership related to this or previous company or business owned, controlled, operated, or any interest?

Yes No If yes, when? _____ Disposition? _____

C. MAJOR SUPPLIERS (Trade references)

Name	Mailing Address or Fax #	Telephone

IV. CREDIT REQUEST: LIMIT: \$ _____ TERMS: _____

V. SALES TERMS AND CREDIT AGREEMENT

All sales made by _____ or its affiliates (collectively referred to as "Company") to Applicant are due and payable upon delivery whether to Applicant or to an applicator on behalf of Applicant, except for sales on accounts which have established a credit relationship with Company ("Credit Sales"). Applicant agrees and acknowledges that delivery of agricultural products ("Products") to an applicator is deemed to be a delivery to and acceptance by Applicant. Unless other written documents signed by Company state otherwise, all Credit Sales are due and payable in full by the due date according to the terms of sale specified on the invoice. No terms or conditions of any sale different from Company terms of sale will become part of any agreement unless approved in writing by Company. A finance charge of the lower of 1.5% per month (18% Annual Percentage

Rate) or the highest amount permitted by applicable law may be assessed against sales which have not been paid in accordance with the payment terms under the invoice(s) or other documents. Applicant agrees that all other terms and conditions of sale shall be governed by the label, invoice, or other document, which may be sent to Applicant after delivery of the Products. For those accounts, which incur finance charges, Company may apply payments or credits first to finance charges and subsequently to outstanding invoice balances at the discretion of Company.

Any dispute or claim on this account, under this Agreement, or Product efficacy claims, may, at the sole discretion of Company, be resolved by arbitration under the Commercial Arbitration Rules administered by the American Arbitration Association by a single arbitrator within the state the sale was made. If an award is obtained as a result of arbitration, it may be confirmed and entered as a final judgment in any court having jurisdiction. The prevailing party shall be awarded reasonable costs, arbitrator and attorney fees, including anticipated attorney fees necessary to confirm the award in a court of law.

Upon Company approval, Company will assign Applicant a maximum credit amount ("Credit Limit"). Applicant agrees to provide UA Company with a current financial statement, upon Company's request, which Applicant represents accurately states Applicant's financial condition as of the date of such financial statement and Applicant understands that Company will rely on the accuracy of the financial information in deciding to extend credit and set a Credit Limit. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. Company has the right to reduce the Credit Limit and/or withdraw Applicant credit under this Credit Agreement at any time without prior notice, except as otherwise provided by law. Company reserves the right to revoke credit or demand full payment if Applicant fails to pay when due or, if in the sole discretion of Company, there has been an adverse change in buyer's ability to repay credit extended by Company, whereupon Company shall have the right to demand payment or other assurance which it deems adequate and Company is hereby authorized to file any lien available to vendors and/or applicators of Products in the manner provided by applicable law notwithstanding the terms of invoices or other documents or the existence of an event of default. Default by Applicant under this or any other agreement between Applicant and Company shall be a default under all agreements. Company does not waive its rights by accepting late payments. Applicant agrees to pay reasonable attorney fees and costs of collection.

If any provision contained in this Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of this Agreement shall remain in full force and effect. Nothing in this Agreement shall be deemed to limit Company's collection rights or remedies.

Applicant agrees to be bound by the terms of the warranty limitations and the disclaimers contained on the product labels and invoices. APPLICANT UNDERSTANDS SUCH DISCLAIMERS LIMIT ANY RIGHT TO A REFUND OF THE PURCHASE PRICE OR APPLICANT'S OBLIGATION TO REPAY CREDIT EXTENDED BY Company FOR ANY PORTION OF THE PURCHASE PRICE, AND APPLICANT AGREES THIS IS A REASONABLE LIMITATION. Applicant also acknowledges that neither Company nor the manufacturer assumes any duty to Applicant in the event that any of their respective representatives make a recommendation as to the selection, application or use of a product and that any such recommendation is without consideration and informational only. Applicant shall be solely responsible for the ultimate selection, application or use of all products purchased from Company.

IMPORTANT NOTICE – EQUAL CREDIT OPPORTUNITY ACT NOTICE:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act to the extent it would apply.

Applicant represents to Company that it intends to use products financed by Company under this application and Agreement in Applicant's business operations and not for personal, family or household purposes.

The undersigned, being either the Applicant or an individual authorized to act on behalf of the Applicant, offers this information to Company to induce consideration for credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and Agreement and to the invoice terms for the sale of Products. The undersigned certifies the information submitted is true and correct, and authorizes Company to verify any information deemed necessary to make a credit determination. The Applicant further authorizes Company to request and obtain a copy of the Applicant's most recent financial statements, if available, from its bank, other agency, or accountant to support application information.

The undersigned individual who is either a principal of the credit Applicant or a sole proprietorship, recognizing that his or her individual credit history may be a factor in the evaluation of the creditworthiness of the Applicant, hereby consents to and authorizes the use of a credit report on the undersigned by Company, from time to time as may be needed, in the credit evaluation process.

The undersigned, on his/her own behalf and on behalf of the Applicant, hereby authorizes Company to provide a copy of this Agreement to such parties as evidence of Applicant's consent to release of such information.

Type or Print Names/Title	Date	Name/Title
_____	_____	Signature _____
_____	_____	Signature _____

INDIVIDUAL GUARANTEE FOR ENTITY DEBT

The undersigned individual guarantor(s) hereby agree(s) to guarantee payment of, and assume personal liability for payment and all obligations due and owing Company for materials and services to the entity that is the Applicant, pursuant to this request for credit. The undersigned further agrees to pay all Company collection expenses, as stated above, in endeavoring to collect such Applicant's obligations. Guarantor(s) further authorize(s) Company to obtain any and all credit or asset report(s) upon guarantor(s). This guaranty is absolute, unconditional and continuing and shall remain in effect until Applicant's obligations have been paid, performed and discharged in full. The death of the undersigned shall not terminate the guaranty.

The undersigned personal guarantor(s), recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consent(s) to and authorize(s) the use of consumer credit report on the undersigned by Company, from time to time as may be needed, in the credit evaluation process.

Type or Print Names	Date	Guarantor
_____	_____	Signature _____
_____	_____	Signature _____